

Termination and Family Moves

A. TERMINATION OF THE RENTAL AGREEMENT BY THE FAMILY

Families are required to give a minimum of thirty days' written notice to the owner only after the first term of the rental agreement has been completed to be in compliance with the lease.

Families will be encouraged to rent on the first day of the month. Exceptions may be granted.

Families who wish to move under portability will be encouraged to give the owner sixty days' written notice prior to moving.

Families will be encouraged to provide the OCHA with a copy of the Notice to Vacate, no less than thirty days (or sixty for portability families) prior to the vacate date for the OCHA to perform certifications and rent calculations in a timely manner.

After the termination of rental agreement notice has been given by the family, the rental agreement notice may be extended beyond the notice period (thirty or sixty days) with the written permission of the owner, if submitted prior to the original notice termination date.

B. MUTUAL RESCISSION OF RENTAL AGREEMENT

During the first term, families may enter into a mutual rescission of the rental agreement with the owner and be in compliance with the rental agreement.

The family must provide a copy of the written, executed mutual rescission to the OCHA. The family will be encouraged to provide the OCHA with a copy of the Notice to Vacate, no less than thirty days (or sixty for portability families) prior to the vacate date for the OCHA to perform certifications and rent calculations in a timely manner.

Rental agreements do not contain notice by the owner to the tenant to move, other than by instituting court action. If the owner requests the tenant to terminate the rental agreement and the tenant subsequently vacates the unit, this shall be treated as a mutual rescission.

C. EVICTIONS

Owners may give tenants notice only according to the Tenancy Addendum provisions and applicable law.

Owners are required to follow eviction procedures consistent with their rental agreement and Housing Assistance Payment (HAP) Contract and must comply with the requirements of federal, state, and local law.

If the owner wants to terminate the rental agreement with the tenant, they must use the means available in the rental agreement and Contract.

Under an eviction, until the appropriate court determination, the OCHA must continue making housing assistance payments to the owner in accordance with the Contract. While assistance payments continue, the tenant must continue to occupy the unit, and the conditions of occupancy must be consistent with the requirements under the HAP Contract. Tenant with more than one court eviction will be denied Housing Assistance.

By endorsing the monthly check from the OCHA, the owner certifies that the unit is in decent, safe, and sanitary condition, that the tenant is still in the unit, that the contracted rent is reasonable and that the OCHA-approved rental agreement remains in effect.

Owners must provide a copy of the notice to the tenant of instituting court action and if the action is finalized in court, must provide the OCHA with the documentation, including notice of the lock-out date.

Other actions may result in the termination of the rental agreement or Contract, such as:

In cases where the owner requests a rent that is unapprovable by the OCHA. In this case, the OCHA would disapprove the rent increase request and the owner might have to institute court action to implement a higher rent (only after the first term);

The owner may choose not to make repairs required by the Housing Quality Standards; or

The unit becomes overcrowded (according to HQS).

The tenant will be issued another Housing Choice Voucher to move to another unit, unless there are grounds to deny or terminate assistance (see Termination of Assistance).

D. HAP TERMINATION WHEN RENTAL AGREEMENT TERMINATES

The Housing Assistance Payments Contract between the owner or their agent and the OCHA will terminate on the same day as the agreed rental agreement termination date.

The OCHA will acknowledge the contract termination in conjunction with the rental agreement termination notification received by the OCHA from the family.

No future subsidy payments on behalf of the renter family will be made by the OCHA to the property owner or their agent after the Contract is terminated. The owner must reimburse the OCHA for any rent subsidies paid by the OCHA for any period after the contract termination date.

If the family continues to occupy the unit after the rental agreement and contract are terminated, the family will be responsible for the full amount of the contract rent/rent to owner and any other amounts owed as a result of continued occupancy.

The property owner waives all rights to claim compensation from the OCHA for vacancy loss under the provisions of the Contract.

If the family has not violated its Housing Choice Voucher or does not owe the OCHA money, the family must be offered a Voucher to search for another unit.

E. TERMINATION OF CONTRACT BY OCHA

The Housing Assistance Payments Contract will terminate automatically when the family moves from the unit or when the owner evicts the family.

The OCHA may terminate the Contract for the following reasons:

The owner is not in compliance with the terms of the Contract. Before terminating for this reason, the OCHA must give the owner the opportunity to take corrective actions;

The owner has committed fraud;

The OCHA terminates assistance to the family; or

The family is required to move from a unit which is overcrowded.

If the OCHA terminates the HAP Contract, the owner and family must be given proper notice in accordance with Contract requirements.

F. UNIT TRANSFERS

Families will be authorized to move with continued assistance under the following conditions, unless:

- The family has violated a family obligation.
- The family owes the OCHA money under the conditions of this Administrative Plan.
- The Family has been evicted for just cause and the OCHA has determined that the family is in violation of other obligations of the Rental Assistance Program.

If the family locates another dwelling unit, it will be processed as a new move. The recertification date will not be changed, but the new anniversary date will apply to inspection and owner rent adjustment.

Briefing sessions emphasize the family's responsibility to give the owner and the OCHA proper written notice of any intent to move. The family must provide the OCHA with proper legal written notice prior to vacating the unit.

Violation of the rental agreement can be grounds for termination of tenancy.

If the family vacates the unit without proper legal notice in writing to the OCHA, it will be considered a violation of a family obligation and termination of assistance procedures will begin.

If a family moves to a new dwelling unit within the same building or project, the case will be processed as a new move.

G. HOUSING CHOICE VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Housing Choice Voucher Program becomes divided into two otherwise eligible families due to divorce or legal separation, the Voucher assistance may be retained by either of the two new family units where there is mutual consent of the heads of the two new family units or there is a determination by a Court as to which new family unit is to retain the Voucher assistance.

Where the OCHA must make a determination as to who will retain the Voucher assistance and the new families cannot agree as to which new family unit should continue to receive the benefits of the Voucher assistance, the OCHA must determine which of the newly formed families will continue to receive Voucher assistance.

In making this decision, the OCHA shall consider which family member has physical custody of the children.

If there are no children in the household and the parties remain eligible and cannot make a decision as to who remains the participant, the Voucher will be awarded to the disabled/handicapped family member, if applicable.

If both family members are disabled/handicapped or if there is no disabled/handicapped family member, the original head of household will be the party to retain the Voucher assistance.

Documentation regarding the above factors will be the responsibility of the requesting parties. If documentation is not provided, the OCHA reserves the right to make the decision based on who is listed as head on the application, as long as the individual qualifies as an eligible family.

There may be an exception granted in the case of a battered spouse, with verification of this situation.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the OCHA reserves the right to continue subsidy payments on behalf of the newly formed family unit remaining in the unit under the OCHA -approved rental agreement. Where the breakup of the family also results in the reduction of family members and, thereby, the size of the Voucher is changed, the family determined to be entitled to continue to receive the rental assistance may be required to move to a smaller unit if the current landlord is unwilling to accept the rent level which the now smaller family is entitled to receive.

H. REMAINING MEMBER OF TENANT FAMILY

Where a household receiving rental assistance splits, due to legal separation or divorce, assistance will continue with respect to only one of the new family units. While generally the assistance will remain with the larger family unit, there may be instances where the assistance will stay with the new family unit which consists of a single individual who can be treated as a remaining family member.

A live-in aide will not be considered a remaining member of the tenant family by definition. However, if the OCHA determined during the time the head of household was still in the unit that the live-in aide actually was a family member, then they will be treated as such.

A minor child(ren) will not be allowed to retain the status of remaining family member(s) unless:

- The court has awarded emancipated minor status to the minor; or
- The OCHA has determined that both parents must leave the household and the Department of Social Services and/or the Juvenile Court has determined that another adult is to be brought into the assisted unit to care for the children. The OCHA will follow the policy identified in Chapter 8, of this Plan regarding this situation.

This process does not preclude the fact that the landlord may choose not to allow the new adult caretaker. The OCHA will work with the appropriate service agencies and the landlord to provide a smooth transition of the process(es) involved in these cases.

A change in Voucher size may be necessary due to a change in family composition. This change may also necessitate the family's move to another dwelling unit.

I. FAMILY MISREPRESENTATION

If the family has committed fraud in connection with the Section 8 Rental Assistance Program, the OCHA may terminate assistance and cancel the Contract.

If the family has misrepresented income, assets or allowances and deductions which would have caused them to pay more, the OCHA will make every effort to recover any overpayments made as a result of tenant fraud or abuse.

The OCHA may choose not to terminate assistance under the outstanding HAP Contract. Instead, the OCHA may offer to continue assistance on the condition that the family agrees to reimburse the OCHA for the overpayments.

See Chapter 25 of this Administrative Plan for Repayment Agreements.

J. OWNER MISREPRESENTATION

If the landlord has committed fraud or misrepresentation, such as, acceptance of overpayments by either the tenant or the public housing agency (PHA); filing of false claims to the PHA; or the owner knowingly allowing the tenant to commit fraud or program abuse in connection with the Section 8 Rental Assistance Program, the OCHA will terminate the Contract and review the circumstances and family's involvement to

determine if the family is eligible for recertification to relocate to another unit with continuation of assistance.

The OCHA makes every effort to recover any overpayments made as a result of landlord fraud or abuse (see Chapter 25, of this Plan for Repayment Agreements.)

If the owner has committed fraud, the OCHA may restrict the owner from future participation in the program for a reasonable period of time, commensurate with the seriousness of the offense.

K. CHANGE IN OWNERSHIP

The OCHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the Grant Deed and/or Escrow Closing Statement or Recorded Receivership document or any other applicable court document showing the transfer of title and proof of Employer Identification Number of the corporation or the Social Security number, generally shown by a copy of the Social Security card if the owner is an individual.

The OCHA will update its files and records to reflect the new information received.

L. HOUSING CHOICE VOUCHER ISSUANCE PENDING

Pending decisions on Voucher issuance must be made within two (2) months of the **notification date**. If the case is not resolved within a two (2) month period, the file will become a regular termination.

After two (2) months have passed, a copy of the original termination form should be made, the notification date changed, initialed and a copy mailed to the tenant. The “reason” should state that the two (2) month time limit has passed and termination from the Program will occur.

The second notification allows the tenant the right to an informal hearing, if requested.